

NOTICE OF SOLICITATION

SERIAL 06091-C

INVITATION FOR BID FOR: POLICE EQUIPMENT & SUPPLIES: GUNS, STUN/TASER & ACCESSORIES (NIGP CODE 68050)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T.** on <u>AUGUST</u> **29, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 06091-C INVITATION FOR BID FOR POLICE EQUIPMENT & SUPPLIES: GUNS, STUN/TASER & ACCESSORIES (NIGP CODE 68050)."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT http://www.maricopa.gov/materials. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

Andrea Stupka PROCUREMENT OFFICER TELEPHONE: (602) 506-3504

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/advbd.asp

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NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06091 -C

Responses must be received **BY 2:00 P.M., <u>AUGUST 29, 2006</u>**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 06091-C

TITLE: POLICE EQUIPMENT & SUPPLIES: GUNS, STUN/TASER & ACCESSORIES (NIGP CODE 68050)

CONTRACTOR NAME:

ADDRESS:

PHONE:

CONTACT:

REASON FOR NOT SUBMITTING A BID:

Insufficient time

Do not handle product/service

Other:

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The <u>Materials Management Department</u> of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the <u>Materials Management Department</u> of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: POLICE EQUIPMENT & SUPPLIES: GUNS, STUN/TASER & ACCESSORIES (NIGP CODE 68050)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for Tasers and accessories. It is expected that the County will spend \$3,000.000.00 over the initial term of the contract but it is not a binding guarantee of any amount of purchase.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Advanced M26 Taser (0400102)
- 2.1.2 X26E Advanced Taser with extended digital power magazine (0400109)
- 2.1.3 Taser X-Cam A/V camera system for X26E Taser
- 2.1.4 Air Cartridge, 21-FT 28 PK (0110379)
 - 2.1.4.1 Air Cartridge, 21-ft Individal Cartridges (0400101)
- 2.1.5 Air Cartridge, 15-FT 28 PK (0110378)
 - 2.1.5.1 Air Cartridge, 15-FT Individual Cartridges (0400100)
- 2.1.6 Training Cartridge (0400111)
- 2.1.7 Taser Practice Target, 6-pack (0400103)
- 2.1.8 Battery Pack with Tray (0400106)
- 2.1.9 Battery Charger (0400107)
- 2.1.10 Air Advanced Taser Data Port (0400108)
- 2.1.11 Air Ballistic Nylon Thigh Holster, Right side (0400105)
- 2.1.12 Air Ballistic Nylon Thigh Holster, Left side (0400104)
- 2.1.13 Secondary cartridge clip (0400110)

2.2 USAGE REPORT:

The Contractor shall furnish the County upon request a <u>quarterly</u> usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

Delivery shall be F.O.B. **DESTINATION** within seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

- 2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 ACCEPTANCE:

Upon delivery the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.7 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.8 DISCONTINUED MATERIALS:

- 2.8.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:
 - 2.8.1.1 Documentation from the manufacturer that the material has been discontinued.
 - 2.8.1.2 Documentation that names the replacement material.
 - 2.8.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

- 2.8.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- 2.8.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.
- 2.8.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.9 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at **no additional charge** to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.10 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 INVOICES AND PAYMENTS:

- 2.11.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - 2.11.1.1 Company name, address and contact
 - 2.11.1.2 County bill-to name and contact information
 - 2.11.1.3 Contract Serial Number
 - 2.11.1.4 County purchase order number
 - 2.11.1.5 Invoice number and date
 - 2.11.1.6 Payment terms
 - 2.11.1.7 Date of service or delivery
 - 2.11.1.8 Quantity (number of days or weeks)
 - 2.11.1.9 Contract Item number(s)
 - 2.11.1.10 Description of Purchase (product or services)
 - 2.11.1.11 Pricing per unit of purchase
 - 2.11.1.12 Freight (if applicable)
 - 2.11.1.13 Extended price
 - 2.11.1.14 Mileage w/rate (if applicable)
 - 2.11.1.15 Arrival and completion time (if applicable)
 - 2.11.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.11.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.11.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.12 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.8 ORDERING AUTHORITY.

- 3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504 (astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.

3.10 EVALUATION CRITERIA.

- 3.10.1 The evaluation of bids shall be based on, but will not be limited to, the following:
 - 3.11.1.1 Compliance with specifications.
 - 3.11.1.2 Price.
 - 3.11.1.3 Determination of responsibility.
- 3.10.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) electronic copy of pricing on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. The owner, corporate official or partner who has been authorized to make such commitments must sign bids.

3.12.1 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

3.13 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

- 3.13.1 **Mandatory:** One (1) original hardcopy (labeled) and one (1) electronic copy of pricing on a CD:
- 3.13.2 **Mandatory:** Attachment "A", Pricing;
- 3.13.3 Mandatory: Attachment "B", Agreement; and
- 3.14.4 Mandatory: Attachment "C", References.

3.14 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ATTACHMENT A PRICING

SERIAL 06091-C PRICING SHEET: C109502 NIGP CODE: 68050 BIDDER NAME: VENDOR #: BIDDER ADDRESS: P.O. ADDRESS: BIDDER PHONE #: BIDDER FAX #: COMPANY WEB SITE: COMPANY CONTACT (REFERMAL ADDRESS (REP):	P):					
WILLING TO ACCEPT FUT	URE SOLICITA	TIONS VIA E	MAIL:	YES NO	0	
ACCEPT PROCUREMENT	CARD:	YES N	IO			
REBATE (CASH OR CREDI (Payment shall be made within 48 h			REMENT CA	RD: YES	SNO	% REBATE
INTERNET ORDERING CA	PABILITY:	YES	_ NO	% DISCOUN	NT	
OTHER GOV'T. AGENCIES	MAY USE THI	S CONTRAC	T:YE	S NO		
PAYMENT TERMS: BIDDEI TERMS WILL BE CONSIDE FAILURE TO CHOOSE A T BIDDER MUST INITIAL THE NET 10 NET 15 NET 20 NET 30 NET 45 NET 60 NET 90 2% 10 DAYS NET 30 1% 10 DAYS NET 30 2% 30 DAYS NET 31 1% 30 DAYS NET 31	ERED IN DETER	RMINING LOV	W BID. FAULT TO I	NET 30.	v.	
INDICATE PERCENTAGE (OF M/WBE PAI	RTICIPATION	I IF ANY HE	RE:	%	
PLEASE INDICATE HOW Y NEWSPAPER ADVE MARICOPA COUNT POSTAL MAIL PRE- E-MAIL PRE-SOLICI OTHER (PLEASE SI	ERTISEMENT Y WEB SITE SOLICITATION ITATION NOTION	N NOTICE	SOLICITATIO	ON:		

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A PRICING

1.0 PRICING:

ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE		PRODUCT NUMBER		UNIT PRICE		EXT. PRICE	
1.1 Advanced M26 Taser (0400102)	100 or more				\$		\$	
1.2 X26E Advanced Taser w/ext dpm (0400109)	1,200 or more				\$		\$	-
1.3 Taser X-Cam A/V camera system for X26E Taser	1,200 or more				\$		\$	
1.4 Air Cartridge, 21-FT – 28 PK (0110379)	100 or more				\$		\$	
1.4a Air Cartridge, 21-ft – Individal Cartridges (0400101)	2,800 or more				\$		\$	
1.5 Air Cartridge, 15-FT – 28 PK (0110378)	100 or more				\$		\$	
1.5a Air Cartridge, 15-FT – Individual Cartridge (0400100)	2,800 or more				\$		<u>\$</u>	<u>.</u>
1.6 Training Cartridge (0400111)	8,100 or more				\$		\$	-
1.7Taser Practice Target, 6 pack (0400103)	- 250 or more				\$		\$	-
1.8 Battery Pack with Tray (0400106)	500 or more				\$		\$	
1.9 Battery Charger (0400107)	500 or more				\$		\$	-
1.10 Air Advanced Taser Data Port (0400108)	500 or more				\$		\$	-
1.11 Air Ballistic Nylon Thigh Holster, Right side (0400105)	100 or more				\$		\$	
1.12 Air Ballistic Nylon Thigh Holster, Left side (0400104)	100 or more				\$		\$	_
1.13 Secondary cartridge clip (0400110)	100 or more				\$		\$	_
ADDITIONAL PRICING per	r section 3.12.1							
CATALOG DESCRIPTION / MANUFACTURER		CATALOG DATE		PRICE COLUMN TO BE USED		DISCOUNT		PRICE FIRM THROUGH
					=		-	

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Disadvanta Women-O Minority B	EN-OWNED SMALL BUSINE aged Business Enterprise (DBE) wned Business Enterprise (WBE Business Enterprise (MBE) iness Enterprise (SBE)				
RESPONDENT SUBMITTIN	NG PROPOSAL	FEDERAL TAX ID NUMBER			
PRINTED NAME AND TITI	LE	AUTHORIZED SIGNAT	ΓURE		
ADDRESS		TELEPHONE	FAX#		
CITY STATE	ZIP	DATE			
WEB SITE:		EMAIL ADDRESS:			
MARICOPA COUNTY, ARI	ZONA				
BY:	ALS MANAGEMENT	DATE			
DIRECTOR, MATERIA	ALS MANAGEMENT	DATE			
BY:CHAIRMAN, BOARD					
CHAIRMAN, BOARD	OF SUPERVISORS	DATE			
ATTESTED:					
CLERK OF THE BOARD		DATE			
APPROVED AS TO FORM:					
	NTY ATTORNEY	DATE			

ATTACHMENT C

CONTRACTOR REFERENCES

RE	SPONDENT SUBMITTING	BID:
1.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
2.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
3.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
4.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
5.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	F-MAIL ADDRESS:

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at http://www.maricopa.gov/Materials/

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. <u>Materials Management will no longer post changes to existing vendor records.</u>

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.